

# EXHIBIT A

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

14 J.R.G., et al., ) CASE NO. 4:22-cv-05183-KAW  
15 Plaintiffs, )  
16 v. )  
17 UNITED STATES OF AMERICA, )  
18 Defendant. )  
)  
) STIPULATION FOR COMPROMISE  
) SETTLEMENT AND RELEASE OF  
) FEDERAL TORT CLAIMS ACT CLAIMS  
) PURSUANT TO 28 U.S.C. § 2677

20 It is hereby stipulated and agreed by and between the undersigned Plaintiffs (meaning J [REDACTED]  
21 R [REDACTED] G [REDACTED] and M [REDACTED] A [REDACTED] R [REDACTED], a minor child) and any person, other than the  
22 Defendant and the Parties' attorneys, signing this agreement waiving and releasing claims, whether or  
23 not a party to this civil action), and the Defendant, United States of America, including its agents,  
24 servants, and employees (hereinafter "United States"), collectively, "the Parties," by and through their  
25 respective attorneys, as follows:

26       1. The parties to this Stipulation for Compromise Settlement and Release (hereinafter  
27 "Stipulation") do hereby agree to settle and compromise each and every claim of any kind, whether

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1 known or unknown, including claims for wrongful death, arising directly or indirectly from the acts or  
2 omissions that gave rise to the above-captioned action under the terms and conditions set forth in this  
3 Stipulation. This release does not apply to or affect in any way any claims for immigration relief, which  
4 Plaintiffs have or may advance against the United States or any non-monetary relief to which Plaintiffs  
5 may be or become entitled by virtue of any class action lawsuit.

6       2. This Stipulation is not, is in no way intended to be, and should not be construed as, an  
7 admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is  
8 specifically denied that they are liable to Plaintiffs. This Stipulation is entered into by all parties for the  
9 purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses  
10 and risks of further litigation.

11       3. In consideration for Plaintiffs' agreement to accept the terms and conditions of this  
12 settlement, the United States agrees to pay Plaintiffs the amount of Three-Hundred Thousand Dollars  
13 (\$300,000.00) (hereinafter "Settlement Amount") as follows:

14       a. Within five (5) business days after counsel for the United States receives (1) this Stipulation  
15 signed by all parties to said document; (2) Order(s) approving the settlement and authorizing an  
16 individual or entity to sign on behalf of any minor or legally incapacitated adult; (3) the Social Security  
17 numbers or tax identification numbers of Plaintiffs and Plaintiffs' attorneys; (4) Plaintiffs' attorney's  
18 bank account number, bank routing information, and all information required for an electronic funds  
19 transfer ("EFT") of the Settlement Amount; and (5) an authorization by the Attorney General or his  
20 designee to conclude negotiations and to consummate the settlement, counsel for the United States will  
21 submit a request to the United States Treasury, requesting an EFT for the Settlement Amount, made  
22 payable to the "\_\_\_\_\_ IOLTA Account." Plaintiffs'  
23 attorneys agree to distribute the Settlement Amount to Plaintiffs, in accordance with the terms and  
24 conditions of this Stipulation.

25       b. With respect to the payment of the Settlement Amount, Plaintiffs stipulate and agree that  
26 the United States will not sign an annuity application form, a uniform qualified settlement form, or any  
27 equivalent such forms, and that the United States will not pay the Settlement Amount into a qualified

1 settlement fund or an equivalent fund or account, settlement preservation trust, or special or  
 2 supplemental needs trust. Plaintiffs further stipulate and agree that Plaintiffs, Plaintiffs' attorney(s), any  
 3 Guardian Ad Litem, and Plaintiffs' representatives (including any structured settlement annuity broker,  
 4 regardless of whether said broker was retained by them or by someone else, either before, during, or  
 5 after the settlement) will not attempt to structure the Settlement Amount in any way, form, or manner,  
 6 including by placing any of the Settlement Amount into any qualified settlement fund or its equivalent.  
 7 However, nothing in this Paragraph 3.b. precludes Plaintiffs from purchasing non-qualified annuities  
 8 after Plaintiffs have received the Settlement Amount, but Plaintiffs agree not to represent to any person,  
 9 entity, or agency that Plaintiffs are purchasing qualified structured settlement annuities, and Plaintiffs  
 10 agree not to attempt to purchase such structured settlement annuities.

11       c. Plaintiffs stipulate and agree that Plaintiffs' attorneys shall escrow the aggregate face  
 12 value of any and all currently known liens and currently known claims for payment or reimbursement,  
 13 including any such liens or claims by Medicaid or Medicare, arising directly or indirectly from the acts  
 14 or omissions that gave rise to the above-captioned action, whether disputed as legally valid or not, and  
 15 shall not distribute to Plaintiffs any portion of the escrowed amount unless and until said liens and  
 16 claims have been paid or resolved.

17       d. The parties agree that any attorneys' fees owed by Plaintiffs relating to this Federal Tort  
 18 Claims Act matter shall not exceed twenty-five percent (25%) of the Settlement Amount. 28 U.S.C. §  
 19 2678. The parties further agree that any such attorneys' fees, along with Plaintiffs' costs and expenses  
 20 incurred in bringing the above-captioned action, and their costs, expenses, and fees (including all fees of  
 21 any legal Guardian Ad Litem) associated with obtaining court approval of this settlement on behalf of  
 22 any minor, incompetent adult, or estate required to sign this Stipulation, shall be paid out of the  
 23 Settlement Amount, and not in addition thereto. The parties agree that any fees, including fees of any  
 24 legal Guardian Ad Litem, incurred in providing legal services in this matter and in any court  
 25 proceedings reviewing the settlement for approval purposes shall be considered attorneys' fees and not  
 26 costs, and shall be subject to the provisions of 28 U.S.C. § 2678.

27       4. Plaintiffs and Plaintiffs' guardians, Guardian Ad Litem (if any), heirs, executors,

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1 administrators, and assigns hereby accept the settlement and the payment of the Settlement Amount in  
2 full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of  
3 any kind, whether known or unknown, including any future claims for survival or wrongful death, and  
4 any claims for fees, interest, costs, and expenses, arising from, and by reason of, any and all known and  
5 unknown, foreseen and unforeseen, bodily and personal injuries, including the death of either J [REDACTED]  
6 [REDACTED] R [REDACTED] G [REDACTED] or M [REDACTED] A [REDACTED] R [REDACTED], or damage to property, and the consequences  
7 thereof, which Plaintiffs or their heirs, executors, administrators, or assigns have had, now have, or  
8 hereafter may have against the United States on account of the acts or omissions that gave rise to the  
9 above-captioned action.

10 Plaintiffs, on behalf of themselves, their respective heirs, executors, administrators, assigns,  
11 predecessors and successors in interest, do hereby, for good and valuable consideration, the receipt of  
12 which is hereby acknowledged, release and forever discharge the United States, and its respective  
13 officials, agencies, representatives, officers, employees, agents, assigns and attorneys, from any and all  
14 claims, demands, rights, causes of actions, liens, and all other liabilities whatsoever, whether known or  
15 unknown, suspected or unsuspected, that Plaintiffs have had, now have, or hereafter may have on  
16 account of the acts or omissions that gave rise to the above-captioned action, as well as claims relating  
17 to or arising out of the acts or omissions that gave rise to the above-captioned action that could have  
18 been but were not alleged in this action.

19 Plaintiffs and Plaintiffs' guardians, heirs, executors, administrators, and assigns further agree to  
20 reimburse, indemnify, and hold harmless the United States from and against any and all claims, causes  
21 of action, liens, rights, or subrogated or contribution interests (whether such claims, causes of action,  
22 liens, rights, subrogated interests, or contribution interests sound in tort, contract, or statute) incident to,  
23 or resulting or arising from, the acts or omissions that gave rise to the above-captioned action, including  
24 claims or causes of action for wrongful death.

25 Plaintiffs and Plaintiffs' guardians, heirs, executors, administrators, and assigns further stipulate  
26 and agree that they are legally responsible for any and all past, present, and future liens and past,  
27 present, and future claims for payment or reimbursement, including any past, present, and future liens or

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1 claims for payment or reimbursement by any individual or entity, including an insurance company,  
2 Medicaid (including the State of California) from the acts or omissions that gave rise to the above-  
3 captioned action. Plaintiffs stipulate and agree that they will satisfy or resolve any and all such past,  
4 present, and future liens or claims for payment or reimbursement asserted by any such individual or  
5 entity. Plaintiffs agree that, no later than thirty (30) days from the date any past, present, or future lien  
6 or claim for payment or reimbursement is paid or resolved by Plaintiffs, they will provide to the United  
7 States evidence that said lien or claim has been satisfied or resolved and that said lienholder has waived  
8 and released such lien or claim. The evidence required by the terms of this Paragraph may be satisfied  
9 by a letter from Plaintiffs' attorneys representing to counsel for the United States that such lien or claim  
10 has been satisfied or resolved and that the lienholder has waived and released such lien and claim.

11       5. This compromise settlement is specifically subject to each of the following conditions:

12           a. The Attorney General or the Attorney General's designee must approve the terms  
13 and conditions of the settlement and authorize the attorney representing the United States to  
14 consummate a settlement for the amount and upon the terms and conditions agreed upon by the Parties,  
15 as set forth in this Stipulation.

16           b. The parties must agree in writing to the terms, conditions, and requirements of  
17 this Stipulation. The parties stipulate and agree that the Stipulation and the compromise settlement are  
18 null and void in the event the parties cannot agree on the terms, conditions, and requirements of this  
19 Stipulation. The terms, conditions, and requirements of this Stipulation are not severable and the failure  
20 to agree, fulfill, or comply with any term, condition, or requirement renders the entire Stipulation and  
21 the compromise settlement null and void. The parties must agree to the terms, conditions, and  
22 requirements of this Stipulation before the United States Attorney's Office will seek settlement authority  
23 from the Attorney General or the Attorney General's designee.

24           c. Plaintiffs must obtain, at their expense, approval of the settlement by a court of  
25 competent jurisdiction on behalf of M [REDACTED] A [REDACTED] R [REDACTED]. The Order approving the settlement on  
26 behalf of M [REDACTED] A [REDACTED] R [REDACTED] may be obtained from either the United States District Court for the  
27 Northern District of California or a state court of competent jurisdiction. The terms of any court Order,

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1 a draft of which shall be provided by the United States, are a condition of this settlement. Plaintiffs  
 2 agree to obtain such approval(s) in a timely manner: time being of the essence. Plaintiffs further agree  
 3 that the United States may void this settlement at its option in the event any such approval is not  
 4 obtained in a timely manner. In the event Plaintiffs fail to obtain such court approval(s), the entire  
 5 Stipulation and the compromise settlement are null and void. Plaintiffs must obtain such court Order  
 6 before the United States Attorney's Office will seek settlement authority from the Attorney General or  
 7 the Attorney General's designee.

8       d. Plaintiffs must obtain a release and waiver of any claim or cause of action  
 9 (whether sounding in tort, contract, statute, or otherwise) that any alleged tortfeasor, if any, has or may  
 10 have in the future against the United States arising out of the acts or omissions that gave rise to the  
 11 above-captioned action. This condition is for the benefit of the United States exclusively. The United  
 12 States will provide the form of Release and Waiver, or any changes to the form required by the United  
 13 States, to be used by Plaintiffs in obtaining a Release and Waiver from any alleged tortfeasor. Before the  
 14 United States Attorney's Office will seek settlement authority from the Attorney General or the Attorney  
 15 General's designee, Plaintiffs must provide the United States with either (i) all such releases and waivers  
 16 required by this Paragraph 5.d., or (ii) a written representation by Plaintiffs' attorneys stating that, after a  
 17 diligent search of counsel's law firms' records and files, including expert and consultant reports, and of  
 18 Plaintiffs' records and files, Plaintiffs and their attorneys are unaware of any such potential tortfeasor.

19       e. Plaintiffs must obtain an order from the United States District Court for the  
 20 Northern District of California dismissing this action in its entirety with prejudice, with each side  
 21 bearing its own costs, expenses, and fees, and with the District Court not retaining jurisdiction over the  
 22 above captioned action, this settlement, or the United States.

23       6. The Parties agree that this Stipulation, including all the terms and conditions of this  
 24 compromise settlement and any additional agreements relating thereto, may be made public in their  
 25 entirety, and Plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

26       7. Plaintiffs shall be solely responsible for full compliance with all applicable Federal, state,  
 27 and local tax requirements. Plaintiffs execute this Stipulation without reliance upon any representation

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1 by the United States as to tax consequences, and Plaintiffs agree that they are responsible for the  
2 payment of all taxes that may be associated with this settlement. Further, nothing in this Stipulation  
3 waives or modifies Federal, state, or local laws pertaining to taxes, offsets, levies, and liens that may  
4 apply to this Stipulation or the Settlement Amount proceeds. Plaintiffs execute this Stipulation without  
5 reliance on any representation by the United States as to the application of any such law. Plaintiffs, on  
6 behalf of themselves and their guardians, heirs, executors, administrators, assigns, subrogees,  
7 predecessors in interest, and successors in interest, understand and agree that this transaction may be  
8 reported to the Internal Revenue Service and other government agencies in the ordinary course of the  
9 business of the United States and may be subject to offset pursuant to the Treasury Offset Program.

10 8. Plaintiffs represent that they have read, reviewed and understand this Stipulation, and that  
11 they are fully authorized to enter into the terms and conditions of this agreement and that they agree to  
12 be bound thereby. Plaintiffs further acknowledge that they enter into this Stipulation freely and  
13 voluntarily. Plaintiffs further acknowledge that they have had sufficient opportunity to discuss this  
14 Stipulation with their attorneys, who have explained the documents to Plaintiffs, and that Plaintiffs  
15 understand all of the terms and conditions of this Stipulation.

16 9. It is contemplated that this Stipulation may be executed in several counterparts, with a  
17 separate signature page for each party. All such counterparts and signature pages, together, shall be  
18 deemed to be one document.

19 WHEREAS, the Parties accept the terms of this Stipulation for Compromise Settlement and  
20 Release as of the dates written below:

21  
22 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

23  
24 ISMAIL J. RAMSEY  
United States Attorney

25  
26 KENNETH W. BRAKEBILL  
Assistant United States Attorney

27  
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1  
2 KELSEY J. HELLAND  
3 Assistant United States Attorney

4  
5  
6 Counsel for the United States of America

7  
8 Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

9  
10  
11 LAW OFFICE OF JULIANNA RIVERA

12 By: \_\_\_\_\_  
13 Julianna Rivera Maul

14 NORTHWEST IMMIGRANT RIGHTS PROJECT

15 By: \_\_\_\_\_  
16 Matt Adams  
17 Aaron Korthuis

18 Counsel for Plaintiffs

19 Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

20 J [REDACTED] R [REDACTED] G [REDACTED]

21 \_\_\_\_\_ J [REDACTED] R [REDACTED] G [REDACTED]

22 M [REDACTED] A [REDACTED] R [REDACTED]

23 By: \_\_\_\_\_ J [REDACTED] R [REDACTED] G [REDACTED] of  
24 M [REDACTED] A [REDACTED] R [REDACTED]

25  
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